

*Received
4/21/09*

AMENDMENT No. 9

TO THE SUPERFUND STATE CONTRACT

BETWEEN

THE STATE OF NEW JERSEY

AND THE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

FOR REMEDIAL ACTIVITIES RELATED TO THE

WELSBACH AND GENERAL GAS MANTLE CONTAMINATION SITE

IN THE STATE OF NEW JERSEY

Pursuant to Paragraph N of the Superfund State Contract for remedial activities at the Welsbach and General Gas Mantle Contamination site executed on April 18, 2000, and amended on September 19, 2001 (Amendment No.1), April 24, 2002 (Amendment No.2), January 31, 2003 (Amendment No.3), April 2, 2003 (Amendment No.4), on June 3, 2004 (Amendment No.5), on September 13, 2006 (Amendment No.6), August 10, 2007 (Amendment No.7), and on March 28, 2008 (Amendment No.8), the Superfund State Contract is hereby amended to initiate funding for the work designated Task II.B., and to provide additional funds for the work designated as Task III-Phase 2 and Task IV. Certain changes, incorporated herein, necessitate amendments to the Superfund State Contract. Accordingly, the following provisions are substituted for the existing provisions in the Superfund State Contract, and Amendments to the Superfund State Contract. These provisions apply to the Tasks covered under this Amendment and any future Tasks unless agreed to otherwise.

WELSBACH & GENERAL GAS MANTLE CONTAMINATION SITE
TABLE OF CONTENTS
SUPERFUND STATE CONTRACT, AMENDMENT No.9

A.	Authority.....	3
B.	Purpose.....	3
C.	Parties' Representatives.....	4
D.	Procurement.....	5
E.	Financial Responsibilities of the Parties and Payments....	5
F.	Duration.....	11
G.	Off-site Storage, Destruction, Treatment or Disposition..	11
H.	Maintenance.....	13
I.	Permits.....	13
J.	Site Access.....	14
K.	Acquisition of Interests in Real Property.....	15
L.	Information Regarding the Site.....	15
M.	Failure to Comply with Terms of Contract.....	17
N.	Amendments.....	17
O.	Community Relations Plan.....	18
P.	Third Parties.....	18
Q.	Enforcement and Cost Recovery.....	19
	Appendix A.....	A-1
	Appendix B.....	B-1

A. Authority

This Amendment No.9 to the Superfund State Contract (the "Contract") is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq.

B. Purpose

This Contract is an agreement between the United States Environmental Protection Agency ("EPA") and the State of New Jersey (the "State") to conduct remedial activities at the Welsbach and General Gas Mantle Contamination site (the "Site") located in Camden and Gloucester City, Camden County, New Jersey.

Attached and incorporated herein as Appendix A is a description of the Site. This Amendment No.9 to the Contract covers Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the activities described in the Statement of Work (the "SOW") attached hereto and incorporated herein as Appendix B. Task I of the SOW was previously covered by the Superfund State Contract executed on April 18, 2000. Task III-Phase 1 of the SOW was

previously covered by Amendment No.1, Amendment No.2, Amendment No.3, Amendment No.5, Amendment No.6, and Amendment No.8 to the Superfund State Contract executed on September 19, 2001, April 24, 2002, January 31, 2003, June 3, 2004, September 13, 2006, and March 28, 2008, respectively. Task III-Phase 2 of the SOW was previously covered by Amendment No.7 and Amendment No.8 to the Superfund State Contract executed on August 10, 2007 and March 28, 2008, respectively. Task IV of the SOW was previously covered by Amendment No. 4 to the Superfund State Contract executed on April 2, 2003. This Contract may be amended pursuant to Paragraph N to undertake additional remedial activities beyond Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW.

C. Parties' Representatives

1. EPA has designated Carole Petersen, Chief, New Jersey Remediation Branch, United States Environmental Protection Agency, Region II, 290 Broadway, New York, New York 10007-1866, (212) 637-4420, to serve as EPA Project Officer for this Contract.
2. The State has designated Edward Putnam, Assistant Director, Publicly Funded Element, New Jersey

Department of Environmental Protection, 401 East State Street, P.O. Box 028, Trenton, New Jersey 08625, (609) 633-3074, to serve as the State Project Officer for this Contract.

D. Procurement

The EPA shall employ contractors and the Corps of Engineers (COE) to do the work described in Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW and shall make all payments to the contractors and the COE for that work.

E. Financial Responsibilities of the Parties and Payments

1. EPA shall contribute 90 percent of the costs of Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV provided, however, that it shall not be required to contribute more than \$3,574,608 for Task I, \$82,800,000 for Task II.B., \$95,841,509 for Task III-Phase 1, \$91,800,000 for Task III-Phase 2, and \$34,200,000 for Task IV unless this Contract is amended in writing to provide for a higher limit on expenditures for the work covered by those Tasks. The State shall contribute 10 percent of the cost of Task

I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV, provided, however, that it shall not be required to contribute more than \$397,179 for Task I, \$9,200,000 for Task II.B., \$10,649,057 for Task III-Phase 1, \$10,200,000 for Task III-Phase 2, and \$3,800,000 for Task IV unless this Contract is amended to provide for a higher limit on expenditures for the work covered by those Tasks. Expenditures by EPA of the funds contributed by the State shall not ensure actions at the Site beyond those specified in this Contract.

2. EPA and the State each shall, in addition to its contributions to the costs of the work described in the SOW as specified above, be responsible for furnishing the personnel, materials, services and facilities necessary for or incidental to the performance of its other obligations under the Contract, except as covered by a separate support agency (management assistance) cooperative agreement.

3. Payment Schedule. The State shall make its payments for construction costs under this agreement according to the following terms and conditions:

397,179• +
9,200,000• +
10,649,057• +
10,200,000• +
3,800,000• +
34,246,236• *

- a. The State has paid EPA \$357,461 for Task I, \$5,324,528 for Task III-Phase 1, \$1,100,000 for Task III-Phase 2, and \$1,980,000 for Task IV of the estimated cost of the construction phase. This Amendment No.9 to the Contract includes the estimate for construction costs for Task II.B., in the amount of \$92,000,000, and increases the estimate of construction costs for Task IV in the amount of \$16,000,000, and increases the estimate of construction costs for Task III-Phase 2 in the amount of \$80,000,000. The State shall make its payments for construction costs in accordance with the Payment Schedule Table (Attachment 1 to Appendix B). The State shall pay EPA the amount associated with a completed Payment Event within sixty (60) days of EPA's submission of an invoice to the State.
- b. Payments outstanding on the attached Payment Schedule Table (Attachment 1 to Appendix B) which are due on the same date may be combined.
- c. After the final total cost is determined and supporting documentation is provided to the State as provided in Paragraph E.4, final payment by or

reimbursement to the State will be made as follows:

- i. If the State statutory share of the final total cost is greater than the amount provided to EPA under subparagraphs E.3.a, the State shall pay EPA the balance of its statutory share within sixty (60) days of the submission of an invoice to the State by EPA.
 - ii. If the State statutory share of the final total cost is less than the amount provided to EPA under subparagraphs E.3.a, EPA agrees to reimburse any such overpayment to the State within sixty (60) days after State submission of an invoice for reimbursement for these excess funds, subject to the availability of federal funds.
4. Within sixty (60) days of the date EPA makes the final payments to the contractors and the COE for the work described in Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW, EPA shall calculate a final total cost for that work. The final total cost will be the sum of all payments to the

contractors and the COE for that work. EPA shall give the State Project Officer notice of the final total cost promptly after calculating the cost, and simultaneously shall give the Project Officer copies of the invoices or other documentation supporting said cost.

5. The instruments of payment by the State shall be made payable to "USEPA - Hazardous Substances Superfund" and shall be sent to:

USEPA Hazardous Substances Superfund
U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, Missouri 63197-9000

The State shall enclose identification with the instrument of payment stating the site for which payment is being made and whether payment is for a state statutory share.

6. All EPA refunds to the State shall be made payable to "Treasurer, State of New Jersey" and shall be sent to:

New Jersey Department Environmental Protection
Office of Management and Budget
Budget and Finance
P.O. Box 420
Trenton, New Jersey 08625-0420
Attention: Director

7. If the parties amend this Contract to include any additional work as part of Task I, Task III-Phase 1, Task III-Phase 2, and Task IV, beyond that already specified in Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW, the final total cost of the work shall be calculated and applied in the same manner as specified for Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV.

F. Duration

This Contract shall become effective upon execution by both parties and shall remain in effect until December 31, 2014, or until completion of the activities described in the SOW whichever occurs later. Pursuant to Paragraph N, the parties may agree to extend, by amendment, the duration of the Contract for the period necessary to implement any response activities that the parties agree to undertake beyond those defined in the SOW.

G. Off-site Storage, Destruction, Treatment or Disposition

1. Should EPA determine that off-site storage, destruction, treatment, or disposition (collectively, "Off-site Disposition") of hazardous substances is required for implementation of Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW, it shall attempt to arrange for such Off-site Disposition, provided, however, that ultimate responsibility to arrange for Off-site Disposition rests with the State. In the event that EPA is unable to arrange for such Off-site Disposition, the State shall, at EPA's request, make available a hazardous

waste disposal facility which has adequate capacity and which meets the requirements of 42 U.S.C. §9621(d)(3). The State agrees to furnish all legal and technical assistance necessary to accomplish such Off-site Disposition. Failure of the Parties to arrange for such Off-site Disposition shall be cause for termination of this Contract.

2. EPA's 1995 National Assessment of hazardous waste treatment and disposal capacity shows that there is adequate national capacity through the year 2013. This assessment included data provided by the State. Based upon the assessment and other data, as appropriate, EPA believes that there will be adequate national hazardous waste treatment and disposal capacity during the 20-year period following signature of this Superfund State Contract for the Welsbach and General Gas Mantle Contamination Site. The State hereby assures the availability of hazardous waste treatment or disposal facilities for the next 20 years following signature of this Contract, pursuant to CERCLA Section 104(c)(9), 42 U.S.C. Section 9604 (c)(9).

H. Maintenance

The parties do not anticipate the need for any Maintenance (for the purpose of this Contract, the term "Maintenance" shall mean operating, repairing, servicing, environmental monitoring or any other activity necessary to insure normal performance and continuation in a good and serviceable condition) with regard to Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV. Pursuant to 42 U.S.C. §9604(c)(3), as amended, if any Maintenance is necessary, the State shall assure all future Maintenance during the expected life of Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV, which will be determined by amendment.

I. Permits

In accordance with 42 U.S.C. §9621(e) and 40 CFR 300, Federal, State, and local permits are not required for on-site Fund-financed remedial actions. Subject to the provisions of 42 U.S.C. Section 9621, EPA shall, however, attain or exceed applicable or relevant and appropriate Federal, State or local public health or environmental requirements that have been identified for this Site consistent with the Record of Decision. Remedial actions

which involve the storage, treatment or disposal of hazardous substances at off-site facilities shall involve only off-site facilities that are operating under appropriate Federal and State permits or authorization and other legal requirements.

J. Site Access

1. EPA shall attempt to secure access to the Site for itself, its agents and representatives, and for contractors performing the work described in the SOW. The State, however, shall assist EPA as requested, and shall retain to the extent of its legal authority the responsibility for obtaining site access if EPA efforts are not successful.
2. With reasonable advance notice to the EPA Project Officer, and upon condition that they comply with any site safety plan then in effect, employees and other representatives of the State shall have access to the Site.

K. Acquisition of Interests in Real Property

To the extent that any interests in real property are necessary for performance of this Contract and if such interests have not been acquired by the State, EPA shall use its best efforts to acquire such interests. The State agrees to accept transfer of such interests following completion of the remedial action, in accordance with CERCLA. The cost of acquiring such interest in real property shall be paid for as provided in paragraph E.1. Further, the State agrees to furnish all legal and technical assistance necessary to accomplish such acquisition by EPA. Nothing in this Contract shall impair or otherwise affect the right of the United States or the State to file any lien(s) on the real property which is the subject of this Contract pursuant to the provisions of SARA or pursuant to any other statutory or equitable grounds.

L. Information Regarding the Site

1. At EPA's request, and to the extent allowed by State law, the State shall make available to EPA any information in its possession concerning the Site, with the exception of deliberative and policy documents which the State would not otherwise be required to disclose,

including those documents subject to the attorney - client privilege. At the State's request, and to the extent allowed by Federal law, EPA shall make available to the State any information in its possession concerning the Site, with the exception of deliberative and policy documents which the EPA would not otherwise be required to disclose, including those documents subject to the attorney - client privilege.

2. If any information is provided to EPA by the State under a claim of confidentiality, it will be treated in accordance with 40 CFR Part 2 if the State has given EPA notice of the claim of confidentiality. EPA will not disclose information submitted under a claim of confidentiality unless EPA is required to do so by Federal law and has given the State ten (10) working days advance notice of EPA's intent to release that information. Absent notice of such claim, EPA may make said information available to the public without further notice.

3. If any information is provided to the State by EPA under a claim of confidentiality, it shall be treated in accordance with State law if EPA has given the State notice of the claim of confidentiality. The State

shall not disclose information submitted under a claim of confidentiality unless the State is required to do so by State law and has given EPA ten (10) working days advance notice of the State's intent to release that information. Absent notice of such claim, the State may make said information available to the public without further notice.

M. Failure to Comply with Terms of Contract

1. If the State fails to comply with the terms of this Contract, EPA may proceed under the provisions of 42 U.S.C. §9604.
2. If EPA fails to comply with the terms of this Contract, no action for damages or any other form of remedy shall be commenced until the State has given EPA sixty (60) days written notice of intent to file suit.

N. Amendments

Any change in this Contract must be agreed to by both parties in writing.

O. Community Relations Plan

EPA has developed and implemented a Community Relations Plan.

P. Third Parties

1. This Contract is intended to benefit only the State and EPA. It extends no benefit or right to any third party.
2. Neither EPA nor the State assumes any liability to third persons with respect to losses due to bodily injury or property damages resulting in any way from work performed in connection with this Contract, nor does either party waive any rights or immunities provided by law.
3. The execution of this Contract does not constitute a waiver of EPA's right to bring an action against any person or persons for appropriate relief under any provision of CERCLA or any other provision of law.
4. The execution of this Contract does not constitute a waiver of the State's right to bring an action against

any person or persons for appropriate relief under any applicable State or Federal law.

Q. Enforcement and Cost Recovery

1. **Disclaimer of Agency Relationship**

Nothing contained in this Contract shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the State. Any standards, procedures or protocols prescribed in this Contract to be followed by EPA or its contractors during the performance of its obligations under this Contract are for assurance of the quality of the final product of the actions contemplated by this Contract and do not constitute a right to control the actions of the EPA. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Contract and the State (including its employees and contractors) is not authorized to represent or act on behalf of the EPA in any matter relating to the subject matter of this Contract.

2. **Notice of Intent to Settle or to Initiate Proceedings**

EPA and the State agree that, with respect to the claims which each may be entitled to assert against any third person (herein referred to as the "responsible party," whether one or more) for response activities at the Site described in this Contract, neither EPA nor the State will commence settlement negotiations with a responsible party except after having given prior written notice to the other party to this Contract in advance of the commencement of settlement negotiations, nor will EPA or the State enter into a settlement with, or initiate a judicial or administrative proceeding against, a responsible party except after having given notice in writing to the other party to this Contract not less than thirty (30) days in advance of the date of the proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither party to this Contract shall attempt to negotiate on behalf of the other party, and authority to do so is hereby expressly negated and denied.

3. **Cooperation and Coordination in Enforcement and Cost Recovery Efforts**

EPA and the State agree that they will cooperate and coordinate efforts to recover their respective costs

for response actions taken at the Site described herein, including settlement negotiations and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses and in the preparation and presentation of any enforcement or cost recovery action. Any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation may be withheld notwithstanding the terms of this paragraph.

4. **Judicial Action**

EPA and the State agree that any judicial action taken pursuant to CERCLA by either party against a potentially responsible party for recovery of any sums expended in response actions at the Site described herein shall be filed in the United States District Court for the judicial district in which the Site is located, or in such other judicial district of the United States as may be authorized by 42 U.S.C. §9613 and agreed to in writing by the parties to this Contract.

5. **Assumption of Work by Responsible Party**

a. If any responsible party notifies EPA in a timely manner of its willingness to perform the activities delineated in the Statement of Work and Scope of Work attached hereto, and any amendments thereto, EPA shall immediately notify the State of such offer and, after consultation with the State, will determine whether to offer the responsible party the opportunity to undertake the work. If EPA decides to make such an offer, it shall notify the State in writing of that fact. EPA then will provide the responsible party with a detailed work plan identifying the work to be performed. The responsible party shall have two (2) weeks in which to review the detailed work plan and to indicate its desire to undertake the activities described therein. If EPA, after consultation with the State, determines that the responsible party is capable of properly and promptly performing the work, it may enter into an agreement with the responsible party for the work.

b. If EPA determines that the responsible party is unable or unwilling to perform any of the activities of the Scope of Work and/or Statement

of Work in a manner acceptable to EPA, EPA will promptly so notify the State in writing.

c. Each party recognizes that any agreement it executes with a responsible party pursuant to this paragraph shall not be construed to waive or limit such rights as the other party may have to enter into a different settlement with, initiate a judicial or administrative proceeding against, or assert any claims against said responsible party consistent with such laws, regulations and policies as may apply to the performance of remedial measures at the Site.

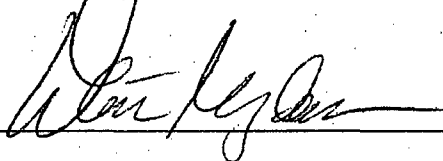
d. If EPA enters into a settlement with a responsible party to undertake the work covered by Task I, Task II.B., Task III-Phase 1, Task III-Phase 2, and Task IV of the SOW after the State has paid its statutory cost share, as defined in paragraph E.1., EPA will reimburse the State for such costs within sixty (60) days after State submission of an invoice for reimbursement for these funds, subject to the availability of federal funds.

6. Evidence Documentation

EPA shall implement the standard agency protocol for the documentation of evidence at the Site.

In witness whereof, the parties hereto have executed this Superfund State Contract Amendment No.9 for remedial activities at the Welsbach and General Gas Mantle Contamination Site in two (2) copies, each of which shall be deemed an original.

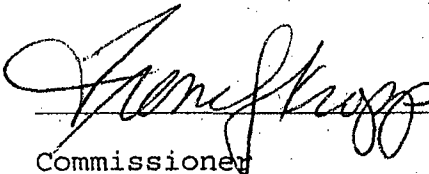
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



3/24/09

Director, Emergency and Remedial Response Division Date

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

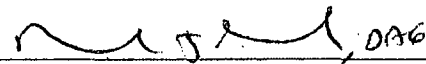

Commissioner

3/26/09
Date

Approved as to Legality and Form

ATTORNEY GENERAL OF NEW JERSEY

By:


RICHARD F. ENGEL

3/31/09
Date

Appendix A

SITE DESCRIPTION

Superfund State Contract Amendment No.9 Welsbach and General Gas Mantle Contamination Site

The Welsbach and General Gas Mantle Contamination Site is a multi-property site located in Camden and Gloucester City, Camden County, New Jersey. Between the 1890s and 1940s, the Welsbach Company (Welsbach) manufactured gas mantles at its facility in Gloucester City, New Jersey. Welsbach was a major manufacturer and distributor of gas mantles until gas lighting was replaced by the electric light. Welsbach extracted the radioactive element thorium from monazite ore and used it in the gas mantle manufacturing process. Thorium causes the mantles to glow more brightly when heated. A second gas mantle manufacturing facility, known as the General Gas Mantle Company, was located in Camden, New Jersey. General Gas Mantle operated from 1915 to approximately 1940.

In May 1981, EPA conducted an aerial radiological survey of the Camden and Gloucester City area to investigate for radioactive contaminants. The survey encompassed a 20 square kilometer area surrounding the former locations of the Welsbach and General Gas Mantle facilities. Five areas with elevated gamma radiation were identified from the aerial survey; they included the locations of the two former gas mantle manufacturing facilities and three mainly residential areas in both Camden and Gloucester City. In 1993, EPA reanalyzed the data from the aerial survey. As a result, EPA identified a sixth potential radiologically contaminated area which includes two vacant lots in Gloucester City.

In the early 1990s, NJDEP conducted detailed radiological investigations at more than 1,000 properties located throughout the Camden and Gloucester City area. Radiological contamination was identified at the two former gas mantle facilities and at approximately 100 properties located near the two facilities. In 1996, the Welsbach and General Gas Mantle site was placed on the National Priorities List (NPL) because of the presence of radioactive contaminants.

EPA divided the Welsbach and General Gas Mantle site into six study areas. A brief description of each study area is presented below:

Study Area 1: includes the former General Gas Mantle Facility and residential and commercial properties which surround the facility. The former General Gas Mantle Facility is located in a mixed industrial, commercial, and residential zoned section of Camden.

Study Area 2: includes the location of the former Welsbach Facility and nearby residential/commercial properties. The former Welsbach Company is situated in an industrial zoned section of Gloucester City with residential properties to the immediate east.

Study Area 3: includes residential and recreational properties in Gloucester City, including the Gloucester City Swim Club and the Johnson Boulevard Land Preserve.

Study Area 4: includes residential properties in the Fairview section of Camden.

Study Area 5: includes residential properties, vacant land properties, and two municipal parks near Johnson Boulevard and the South Branch of Newton Creek in Gloucester City.

Study Area 6: includes vacant lots and residential properties in Gloucester City.

EPA performed a remedial investigation and feasibility study (RI/FS) from September 1996 to July 1999 to assess the nature and extent of contamination at the Welsbach Facility, General Gas Mantle Facility, and 20 of the radiologically contaminated properties identified by NJDEP in the vicinity of Welsbach and General Gas Mantle.

Subsurface contamination on the Welsbach facility averages about 11 feet in depth. An estimated 27,200 cubic yards of soil/buried debris have thorium and/or radium concentrations exceeding 5 pico Curies per gram (pCi/g). Radium and thorium concentrations in soil ranged from background (about 1 pCi/g for each) to as high as 455 pCi/g and 1,190 pCi/g, respectively.

EPA observed elevated levels of surface contamination, as high as 2.33 microCuries per square meter ($\mu\text{Ci}/\text{m}^2$), in many areas inside the former General Gas Mantle building. Indoor gamma radiation exposure rates ranged from background to 900 microRoentgens per hour ($\mu\text{R}/\text{h}$). An estimated 1,460 cubic yards of contaminated structural materials in the building itself were identified, with thorium concentrations as high as 750 pCi/g. In the basement of the former General Gas Mantle building, radon decay product concentrations measured 1.7 Working Level (WL), compared to an average background level of 0.005 WL.

Contaminated soil averaged about two to three feet in depth on most residential properties. On a few properties, contamination extended to over 10 feet in depth. EPA identified about 100 properties as having contamination above the cleanup levels. As part of the remedial design, EPA is investigating about 1000

other properties in the area to make sure that no contamination is overlooked.

Both the Welsbach Company and the General Gas Mantle Company went out of business in the early 1940s, and EPA's search found no successor companies. In September 1997, EPA entered into an Administrative Order on Consent (AOC) with Holt Hauling and Warehousing, Inc. (Holt), the owner of the former Welsbach Facility at that time. Under the terms of the AOC, Holt agreed to perform an RI/FS on a radiologically contaminated building (the Armstrong Building) on its property. In August 1999, EPA completed its investigation to determine Holt's liability with respect to the Armstrong Building at the Site. EPA determined that Holt was not a liable party for response costs incurred and to be incurred at the Armstrong Building. In July 2000, EPA approved Holt's RI/FS report.

On July 23, 1999, a Record of Decision for the first of four operable units for the Site was signed, selecting the following remedy: excavation and off-site disposal of radiologically contaminated soils, and demolition and off-site disposal of the General Gas Mantle Building, with the option for decontamination of the building prior to demolition. Implementation of this Record of Decision is the subject of this Contract. In February 2001, EPA completed the demolition of the General Gas Mantle Building. In fall 2001, Conti Environmental Inc. was selected through an interagency agreement with the U.S. Army Corps of Engineers (USACE) to perform the cleanup of the Essex Street properties and the Swim Club. In April 2002 and September 2002, EPA started the cleanup of the Essex Street residential and the Swim Club properties, respectively. In July 2004, EPA suspended the Swim Club remediation. In August 2004, EPA completed the radiological cleanup of the Arlington Street properties which were adjacent to the former General Gas Mantle facility. In November 2004, EPA, through an interagency agreement with the USACE, selected Severson Environmental as its new contractor to perform the cleanup activities at the site. In April 2005, EPA started the cleanup of the Popcorn Factory property; this work was completed in August 2005. In September 2005, EPA restarted its cleanup at the Swim Club property; this was completed in October 2006. From October 2006 to July 2008, EPA conducted cleanup activities at the Highland/Klemm properties, and in March 2008, started remedial activities along Temple Avenue in Gloucester City.

On September 29, 2005, EPA selected a no action remedy for the third operable unit for the Welsbach Site. EPA determined that no site-related contaminants of potential concern are present at elevated levels in the surface water, sediment, and wetland areas in the Welsbach Site study area.

Appendix B

STATEMENT OF WORK

Superfund State Contract Amendment No.9

Welsbach and General Gas Mantle Contamination Site

Engineering, construction, and other services necessary to complete the following tasks:

- Task I. Implement the selected remedial action for the General Gas Mantle Building. The remedial action involved demolition and off-site disposal of the radiologically contaminated building materials.
Estimated Cost: \$3,971,787 (Construction Complete)
- Task II. Implement the selected remedial action for the former Welsbach facility. The remedial action involves:
- A. Remediation of the Armstrong Building - Remedy to be determined.
Estimated Cost: To be determined.
 - B. Excavation and off-site disposal of the radiologically contaminated soils at the former Welsbach facility.
Estimated Cost: \$92,000,000 (Construction Planned)
- Task III. Implement the selected remedial action for the properties in the vicinity of the Welsbach and General Gas Mantle facilities in phases. The remedial action involves excavation and off-site disposal of the radiologically contaminated soils on residential, commercial and municipal properties. Permanent and temporary relocation of private residents and commercial occupants is required. The following phases will be addressed during the implementation of Task III:
- Phase 1 - Residential properties in Study Areas 1, 2, 3, and 5 in Camden and Gloucester City, including Essex St./Swim Club, Popcorn Factory, the Highland/Klemm properties and approximately 25 residential properties.
Estimated Cost: \$ 106,490,566 (Construction Underway)
 - Phase 2 - Residential, commercial, and industrial properties in Study Areas 1, 2, 3, 4, 5, and 6, including Temple Ave, Gloucester City Municipal Park properties, Land Preserve, and miscellaneous residential properties in Camden and Gloucester City.
Estimated Cost: \$102,000,000 (Construction Underway)

Task IV. Properties around the former General Gas Mantle facility, including the radiologically contaminated soils beneath the General Gas Mantle building. Permanent and temporary relocation of commercial occupants is required.
Estimated Cost: \$38,000,000 (Construction Underway

Attachment 1 to Appendix B
Payment Schedule Table
Superfund State Contract Amendment No.9
Welsbach and General Gas Mantle Contamination Site

Estimated Contact Costs	Task I	Task II.B. [**]	Task III	Task III [**]	Task IV	Total
	General Gas Mantle Demolition	Welsbach Facility	Phase 1 Properties	Phase 2 Properties	Former General Gas Mantle Area	
Total Construction Costs	\$3,971,787	\$92,000,000	\$106,490,566	\$102,000,000	\$38,000,000	\$342,462,353
State Share (10%) [*]	\$397,179	\$9,200,000	\$10,649,057	\$10,200,000	\$3,800,000	\$34,246,236
Federal Share (90%)	\$3,574,608	\$82,800,000	\$95,841,509	\$91,800,000	\$34,200,000	\$308,216,117
Payment Events	Estimated Payment Breakdown					
Commitment of Funds for Construction (1%)	\$357,461 [i] Paid	\$920,000	\$1,064,906 Paid \$1,064,906	\$1,020,000 Paid \$220,000	\$380,000 Paid \$380,000 [ii]	
Award of Construction Contract (4%)	Paid	\$3,680,000	\$4,259,623 Paid \$4,259,623	\$4,080,000 Paid \$880,000	\$1,520,000 Paid \$1,520,000 [ii]	
"Letter of Acceptance" of Construction Contract (4%)	Paid	\$3,680,000	\$4,259,623	\$4,080,000	\$1,520,000 Paid \$80,000 [ii]	
Final Payment or Reimbursement	subject to final reconciliation	subject to final reconciliation	subject to final reconciliation	subject to final reconciliation	subject to final reconciliation	

[*] This table shows the schedule for making estimated payments in accordance with Paragraph E.3. to the Contract. The balance of the State's 10% cost share (be it a final payment by or reimbursement to) is addressed in Paragraph E.3.c.

[**] EPA and NJDEP agree that for these Tasks only, EPA will initially bill NJDEP in accordance with the Payment Schedule, but only commensurate with the amount of funds committed to those Tasks. This should allow NJDEP some budgetary relief.

[i] The State paid 9% (\$357,461) of the estimated construction cost in its initial payment.

[ii] In Amendment No. 4, the State paid 9% (\$1,980,000) of the estimated construction cost in its initial payment.